

DEPARTMENT OF WILDLIFE MITIGATION AGREEMENT MONITORING

Your Name David Mudd [MONITORING INSTRUCTIONS ON REVERSE]

Name of Mitigation Agreement/Project Jim C. Naval Station Coop. Agree.

Year Agreement Signed 1984-85 Today's Date Oct 23, 1992

Names & Affiliations of Anyone Else Present During This Monitoring: Dana
Base, Ruth Milner (WDW); Kent Liverzey (Navy, Poubbo);
Anthony Curtis (Geonex, Navy wetlands contractor)

Did You Review the Mitigation Agreement This Year Prior to Site Visit? Yes

Did You Take Photographs? Yes, 5 slides (antenna array, Twin & La Barge
Lakes, etc.)

What Terms of the Agreement Are Being Met? Public access (hunting, fishing,
canoeing, etc.) terms & department employee access terms
are being met.

What Terms Are Not Being Met? The master fish, wildlife, and habitat
management plan has never been written by the parties.

Have There Been Changes in the Agreement Since it was Signed? (If yes, briefly describe and provide reasons) No

Recommended Action Dana Base / Ruth Milner should continue to
work with Kent Liverzey on development of the mgmt. plan.

~~Results of Recommendations from Previous Monitoring~~ Involve the USFWS
and WDF as the coop
agreement calls for.

Other Comments This monitoring effort has renewed the contacts
between WDW & the Navy and the mgmt. plan is currently
being drafted by the Navy

(over)

DEPARTMENT OF WILDLIFE MITIGATION AGREEMENT MONITORING INSTRUCTIONS

You have received this form because you have been assigned to conduct compliance monitoring of one of our mitigation agreements. The form on the reverse is designed to be filled-out during the annual visit to the site. This monitoring must be conducted sometime during this fiscal year. We anticipate that this monitoring will take approximately one day.

Prior to the Site Visit

1. Obtain a copy of all mitigation agreements that pertain to the project(s) that you have been assigned to monitor.
2. Become familiar with the agreements so that you will know what needs to be looked at when you visit the site.
3. Discuss the project briefly with those people most knowledgeable about the project, both WDW and non-WDW personnel. Prepare a checklist of the items that you want to review during the site visit.

During the Site Visit

4. Take this form with you to the site and fill it out during the site visit.
5. You may perform the monitoring by yourself, with other resource personnel, or with project proponents. We recommend that in some years you include project proponents and other years you do not. Include the on-site manager if one exists.
6. Take photographs (color slides are preferred) of the major mitigation features. Forward the slides, or copies, to David Mudd along with this form.
7. The intent of this monitoring is to get basic information about compliance with the mitigation agreement(s). This year we are most interested in getting a broadbrush look at the major features of all agreements and can then focus our future compliance monitoring accordingly.
8. You are not expected to perform effectiveness monitoring (determining how effective mitigation measures are). Some of the larger mitigation projects have effectiveness monitoring built into them.

Use this space for additional comments from reverse Note for Dana / Ruth
Art Stendal reports that he and Gary Engman did some deer
use assessments in the antenna array in 1970 and that
Mike Davison / Lora Leschner may have worked there more
recently.

D. Mudd

Please return this form to David Mudd, and thank you for your support!



DEPARTMENT OF THE NAVY
WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
P O BOX 727
SAN BRUNO, CALIFORNIA 94066-0720

CC Divisions

dpw

IN REPLY REFER TO

11015
Ser 243SK/761
16 JUL 1985

DEPT. OF GAME

JUL 23 1985

PERSONNEL

Director
Washington Department of Game
600 N. Capitol Way
Olympia, Washington 98504

Gentlemen:

Enclosed is a fully executed copy of the Cooperative Agreement for the Conservation and Development of Fish and Wildlife on the Naval Radio Station (T), Jim Creek for your files. We look forward to working with your staff in developing a long term fish and wildlife management plan for the radio station.

Should there be any questions, please feel free to contact myself or my staff at the above address, or telephone (415) 877-7608.

Sincerely,

MICHAEL C. STROUD
Manager, Natural Resources
Management Branch
Real Estate Division

Encl:
(1) Cooperative Agreement

COOPERATIVE AGREEMENT FOR THE
CONSERVATION AND DEVELOPMENT OF FISH AND WILDLIFE
ON THE NAVAL RADIO STATION (T), JIM CREEK
OSO, WASHINGTON

1. In accordance with the authority contained in Title 10, U. S. Code, Section 2671, approved 28 February 1958 and Title 16, U. S. Code, Section 460 (1); Public Law 86-797, approved 15 September 1960; Public Law 93-280, approved 10 May 1975; and as instructed by SECNAVINST 4100.7, approved 4 August 1972; DOD Directive 4700.1, approved 6 November 1978; OPNAVINST 5090.1, Chapter 15, approved 26 May 1983; and the revised Memorandum of Understanding between the Department of Interior and the Department of Defense for the Conservation and Management of Fish and Wildlife Resources on Military Installations, approved 7 April 1978; the Department of Defense (hereinafter referred to as DOD), the Department of Interior, (hereinafter referred to as DOI), and the State of Washington, through their duly designated representatives whose signatures appear below, approve the following cooperative agreement for the protection, development, and management of fish and wildlife resources on the Naval Radio Station (T), Jim Creek, Oso, Washington (hereinafter referred to as Station).

2. There shall be jointly completed by representatives of the four below named participating agencies, once every ten (10) years, as dictated by available manpower and funds, a general inventory and review of fish and wildlife resources existing at that time, and their future potential, on the Station. This inventory will encompass the following objectives (which will be incorporated into a fish, wildlife, and habitat management plan):

a. List and describe the principal habitats (habitat types) and their suitability for wildlife.

b. List the principal species of wildlife, the condition and trend of their respective habitats, and data on their population numbers and status.

c. Describe the aquatic areas as to location, type, acreage, and quality of the habitat. List the principal fish species known to be present, and data on their status.

d. Define those areas where fish and wildlife habitat and/or activities are necessarily restricted due to the Station's mission, and those areas suitable and available for use under a fish, wildlife, and habitat management plan.

e. Outline a long range general plan with a detailed ten (10) year plan of the immediate objectives and potential for preservation and/or expansion of fish and wildlife resources.

f. This ten (10) year plan will be reviewed annually, and increments to the plan will be made by the agencies concerned through mutual agreement.

3. This cooperative agreement is expected to implement a conservation program which is of mutual interest to the Station, the U. S. Fish and Wildlife Service, the Washington Department of Game, and the Washington Department of Fisheries.

a. Under the authority delegated to him by higher command, the Officer in Charge of the Station (hereinafter referred to as the OIC) is recognized as the official representative of the Department of the Navy, DOD.

b. Under the authority vested in him, the Regional Director, U. S. Fish and Wildlife Service (hereinafter referred to as the Regional Director), is recognized as the official representative of the U. S. Fish and Wildlife Service, DOI.

c. Under the authority vested in him by laws of the State of Washington, the Director of the Washington Department of Game (hereinafter referred to as the Director of Game) is recognized as the official representative of the Washington Department of Game, State of Washington.

d. Under the authority vested in him by laws of the State of Washington, the Director of the Washington Department of Fisheries (hereinafter referred to as the Director of Fisheries) is recognized as the official representative of the Department of Fisheries, State of Washington.

4. By definition, action by or aid rendered to the Department of the Navy shall be understood to refer specifically to the Station and the Natural Resources Management Branch, Western Division, Naval Facilities Engineering Command, San Bruno, California (hereinafter referred to as WESTNAVFACENGCOM).

a. In this agreement, the Director of Game, Director of Fisheries, and the Regional Director will lend technical assistance to the Department of the Navy in preparing and carrying out a well balanced fish, wildlife, and habitat management plan for the Station.

b. The U. S. Fish and Wildlife Service, the Department of Game, and the Department of Fisheries will aid the Department of the Navy by providing, within limits of available funds and manpower, the following plans and services:

(1) Assistance in development of a master fish, wildlife, and habitat management plan for the Station, which will be implemented only after it has the approval of the Regional Director, Director of Game, Director of Fisheries, and the OIC. Such approval will render that plan as a part of this Agreement.

(2) Furnish such personnel as may be available to assist with the preparation of management plans and advise in the development and improvement of the designated fish and wildlife areas.

(3) Furnish such personnel as may be available to assist with periodic check stations for monitoring of bag limits and for gathering information on fish and wildlife species taken through authorized hunting, fishing, or trapping.

c. The Department of the Navy will assist the U. S. Fish and Wildlife Service, the Department of Game, and the Department of Fisheries, within the limits of available funds, with the following:

(1) Execution of the master fish, wildlife, and habitat management plan, mutually approved by the four agencies, insofar as may be done without restricting the primary mission of the Station.

(2) Make available equipment and associated personnel to be utilized for fish and wildlife management, and habitat development, when such utilization will not interfere with the primary purpose and use of such equipment.

(3) Regulation of hunting, fishing, and trapping on the Station which will be subject to game laws and regulations of the State of Washington and applicable Federal laws and regulations. Security and law enforcement officers of the Station will be authorized to enforce said laws and regulations.

(4) Within managable levels, provide access to the general public for the purposes of regulated hunting, fishing, and trapping as outlined in the fish, wildlife, and habitat management plan.

(5) In the event that Navy regulations, procedures, or Federal law require that action in respect to lands of the Station be taken or approved by others than the OIC, it is understood that the OIC will initiate the necessary steps to obtain such approval or action in respect to such actions concerning said lands as is mutually agreeable to the OIC, Regional Director, the Director of Game, and the Director of Fisheries.

d. The implementation of, and the carrying out of, this agreement will in no way interfere with the primary purpose of the Station.

e. Stocking or transplanting of fish or wildlife to the Station will be done only by mutual consent of the four agencies. When such stocking or transplanting is for the benefit of the general public, the Station shall be excluded from paying applicable fees, but shall obtain all required permits.

f. Trapping and removal, or killing and removal, of fish or wildlife from the Station, other than that taken by authorized hunting, fishing, or trapping, will be done only by mutual consent of the four agencies.

g. Officers of the Department of Game, Department of Fisheries, and the U. S. Fish and Wildlife Service shall have access to the Station, and shall have authority to enforce applicable State and Federal laws in accordance with

their respective jurisdiction. Said officers will also train, advise, and assist Station security and law enforcement officers in the enforcement of applicable State and Federal game laws and regulations if so requested by the OIC.

h. Employees of the Department of Game, Department of Fisheries, and the U. S. Fish and Wildlife Service who need access to the Station for purposes dealing with the fish, wildlife, and habitat management plan shall, upon coordination with the security and law enforcement officers of the Station, be issued an identification card and pass permit, DD Form 1221, and be granted access.

5. This cooperative agreement recognizes the primary mission of the Station to be its military function.

6. In the development of the fish, wildlife, and habitat management plan by the four agencies, consideration will be given to the possibility of regulated hunting, fishing, or trapping in areas determined suitable for such use. Licenses, permits, and fees for hunting, fishing, and trapping shall be required in accordance with applicable State and Federal laws, and Station and DOD regulations.

7. The Regional Director, U. S. Fish and Wildlife Service, will designate those Federal agencies, and the Directors of the Departments of Game and Fisheries will designate those State agencies to provide technical guidance. The assistance rendered by these agencies will be given as time and budgetary limitations permit.

8. The OIC will encourage the continuance of the Station Conservation-Beautification Committee in the implementation and enhancement of this cooperative agreement in accordance with DOD and Navy policies and precepts.

9. The OIC will make maximum use of technical services, liaison, and other assistance available from WESTNAVFACENGCOM in planning and implementing this cooperative agreement.

10. This agreement will be in effect indefinitely, but may be modified or amended by mutual agreement by the authorized representatives of the four agencies; provided, however, that the OIC, upon written notice to the Regional Director and to the Directors of the Departments of Game and Fisheries, shall have the right to terminate this agreement in whole or in part at any time when, in the opinion of the OIC, the primary mission of the Station or other requirements of the national defense make it necessary to do so. Only mutual agreement by the OIC, the Regional Director, the Director of Game, and the Director of Fisheries may terminate this agreement for other reasons. The intent of this restriction is to insure the continuity of the fish, wildlife, and habitat management program.

11. This Agreement will become part of a comprehensive natural resources plan for the Station. This plan will include measures for the conservation of soil, water, timber, wildlands, wildlife, and grounds maintenance.

31 October '84
Date

Kurt M. Schleicher
Officer in Charge
Naval Radio Station (T), Jim Creek
Oso, Washington 98223
(206) 435-2161

12/18/84
Date

Frank K. Salas
Director
Washington Department of Game
600 N. Capitol Way
Olympia, Washington 98504
(206) 753-5700

4/25/85
Date

Bill Williams
Director
Washington Department of Fisheries
115 General Administration Building
Olympia, Washington 98504
(206) 753-6600

6-7-85
Date

James W. DeArtes
Regional Director
U. S. Fish and Wildlife Service
500 NE Multnomah Street
Portland, Oregon 97232
(503) 231-6118